



# employment forms

## Terms and Conditions of Employment for Employees

To:

(full name of Employee)

### 1. DATE EMPLOYMENT COMMENCED

You have been continuously employed by *(insert Company Name)* since *(insert date)*

No employment with a previous employer will count towards your period of continuous employment.

You joined this outlet on *(insert date)*

Your outlet location is *(insert location)*

You may however be required to work in other outlets as needed by us either temporarily or on a permanent basis.

### 2. JOB ROLE is

You must undertake any duties that may be reasonably required of you whether or not normally associated with your work.

### 3. HOURS OF WORK

Your hours of work will be *(insert number)* hours per week which will be allocated to you on a weekly basis. You will be required to work some nights, weekends and Bank/Public Holidays including Christmas and New Year. If we require you to work more than 39 hours per week you will be entitled to receive overtime

Under the Working Time regulations it may be necessary to determine your average weekly working time. As described in the *(insert Company Name)*. Handbook we use a standard 17 week reference period. If asked by us you must keep a record of your working time. If you wish to work more than 48 hours then you may sign an opt out form (see handbook for details)

### 4. OTHER EMPLOYMENT

You may work for other employers so long as it does not interfere or adversely affect the performance of your work with *(insert Company Name)*. Before taking on other employment you should obtain written permission from your Manager. You will still be under the Working Time Regulations for both job functions and we may require details of the hours that you work.

For the purposes of the Working Time Regulations 1998 night time working means the hours between 12 midnight and 7.00am for adults and 10pm until 6am for young workers. This is only relevant if you normally work more than 3 hours during night time.

### 5. PAY RATE / REMUNERATION

Your basic hourly rate is £

You will be paid weekly, one week in arrears, by direct credit transfer. It is a condition of your employment that you have a bank account to which your pay can be transferred.

Overtime will be paid at the rate of 1.5 times your basic rate.



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**6. HOLIDAYS**

The holiday year runs from 1st April to 31st March. and you are entitled to 24 days holiday, including statutory holidays in each year. Payment will be made as required by statute at the rate of a week's pay for each week of holiday. If you work normal working hours, we calculate a week's pay on the basis of the number of hours worked in a normal working week. If you do not work normal hours, as your shifts may vary, we calculate a week's pay by working out your average pay over the past 12 weeks and paying you for those hours based on your basic hourly rate.

Holiday accrues but may not be taken until you have been continuously employed by us for 13 weeks.

If you do not use up holiday entitlement in the relevant holiday year then it will be forfeited and you will not be entitled to any payment in lieu. See handbook for details.

On termination, unless you have been dismissed for gross misconduct, you will be paid any balance of holiday accrued. (*insert Company Name*) may recover any over payments of holiday pay that may have been made to you by deducting the amount from your final pay.

HOLIDAYS (con't)

Please read your handbook for details of your entitlement and our policy and procedure on taking a vacation.

**7. DISCRIMINATION / HARRASMENT**

You must treat all fellow employees and persons with whom you have dealings on their merits irrespective of their colour, race, age, nationality, ethnic origin, sex, disability, religion, religious belief or sexual orientation.

Harassment, bullying and discrimination on any grounds are serious disciplinary offences which could lead to dismissal.

**8. COMPANY PROPERTY**

If property is lost or damaged that has been loaned to you, other than by fair wear and tear, we will be entitled to deduct from your pay an amount equal to the cost of replacement or repair.

**9. MEDICAL DECLARATION / REFERENCES**

It is a condition of your employment that you complete a medical questionnaire and if during your employment you are asked to see a doctor then you must do so.

Your employment is subject to a satisfactory reference being obtained; if a reference is unsatisfactory (*insert Company Name*) may terminate your employment.

**10. CASH SHORTFALLS / HANDLING**

If you have access to cash (including but not limited to credit cards) or stock we will be entitled to recover from your pay an amount equal to any stock or cash shortage which occurs because of your gross negligence. If you have access with other employees, we will take the necessary steps to recover such shortages in such proportions as seem to us to be fair.



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### **11. DISCIPLINE / GRIEVANCE PROCEDURE**

You will be subject to the company discipline procedure as outlined in the *(insert Company Name)* Handbook. Please familiarise yourself with the details.

If you have a grievance you should put it in writing to your line manager who will invite you to attend a meeting to discuss it. You will be informed of your line manager's decision following the meeting. If you are dissatisfied with the decision you can appeal in writing to the Business Manager/Owner operator who will hear the appeal who will invite you to attend a further meeting. The Business Manager/Owner operator will subsequently notify you of his/her decision which will be final. You have the right to be accompanied by a fellow employee or an accredited trade union official.

### **12. *(insert Company Name)* HANDBOOK**

You should make yourself aware of the contents of your staff handbook as it includes further important details relating to *(insert Company Name)* policies and procedures.

### **13. SICKNESS / ABSENCE**

You are eligible for Statutory Sick Pay (SSP) once you satisfy the conditions outlined in your *(insert Company Name)* Handbook.

### **14. PENSION**

If you wish to contribute towards a pension scheme you are entitled to contribute towards the company nominated scheme. The company does not contribute. A contracting out certificate is not in force.

The scheme is an approved stakeholder arrangement and members will be able to select on an individual basis whether they contract in or out of the state second pension (S2p). See your manager for details of the scheme.

#### **14a. RETIREMENT**

The employee's contractual retirement age will be *(insert age, this must be no less than 65)* for the purposes of this employment. The employer's rules and procedures relating to retirement are set out in the retirement policy in the employer's handbook, a copy of which will be provided to the employee on request.

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### 15. TERMINATION OF EMPLOYMENT

If you wish to leave *(insert Company Name)* then the following notice periods must be given:

<b>Notice from you in writing</b>	
Less than 2 years service	1 week
More than 2 years service but less than 3 years service.	2 weeks
More than 3 years service but less than 4 years service.	3 weeks
Four years service or more	4 weeks
<b>Notice from <i>(insert Company Name)</i></b>	
Less than 2 years service	1 week
More than 2 years service but less than 12 years service	1 week per year of service
More than 12 years service	12 weeks

During the first 4 weeks of your continuous employment, either party may terminate this contract of employment with immediate effect. Should you breach the terms of your contract or be dismissed because of gross misconduct, you will forfeit notice payments. Holiday may not be taken during notice periods.

### 16. HEALTH AND SAFETY

Please familiarise yourself with the details in your *(insert Company Name)* handbook and your notice board.

*(insert Company Name)* and all its employees and managers have a responsibility, so far as is reasonably practical, to ensure the health, safety and prevention of injuries to all employees whilst at work. You have a legal responsibility to take care for the health, safety and well being of yourself and others

### 17. PUBLIC STATEMENTS

You must not make any public statements to the press, radio or television or submit any article for publication relating directly or indirectly to the business of *(insert Company Name)* without the prior consent of the Manager or the Owner/Operator. Failure to comply with this clause will result in disciplinary action and may lead to dismissal.

### 18. RULES AND PROCEDURES

You must comply with *(insert Company Name)* and procedures including those contained in your *(insert Company Name)* staff handbook

### 19. CONFIDENTIALITY

You must not at any time during (except in the course of your duties) or after your employment disclose or make use of knowledge of any confidential information of *(insert Company Name)*. Confidential information includes (without limitation) all and any information about business plans, new business opportunities, research and development projects, product formulae, processes, pricing policies, inventions, programs, designs, the names and addresses of customers and suppliers (whether or not recorded in writing, computer disc or tape) which *(insert Company Name)* treats as confidential.



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### 20. CHANGES TO YOUR TERMS OF EMPLOYMENT

This document replaces any previous Particulars of Employment issued to you. (*insert Company Name*) reserves the right to make reasonable changes to any of your terms and conditions of employment and you will be notified of minor changes of detail by way of a general notice to all employees and any such notice will take effect from the date of the notice. You will be given not less than one month's written notice of any significant changes which may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify us of any objections in writing before the expiry of the one month notice period.

### 21. STATUTORY PARTICULARS

The further particulars of employment not contained above which must be given to you under the Employment Rights Act 1996 are as follows:-

There are no collective agreements with trade unions which directly affect terms and conditions of employment.

### 22. DATA PROTECTION

You consent to (*insert Company Name*) holding and processing, both electronically and manually, the data it collects in relation to you and your employment (in the course of your employment), for the purposes of (*insert Company Name*) management and administration of its employees and its business and for compliance with applicable procedures .

### 23. MISCELLANEOUS

If you are subject to immigration control, your employment under this contract is conditional on you having been granted leave to enter or remain in the United Kingdom and such leave at all times during the continuance of your employment being valid and not being subject to any condition precluding you from taking up employment. If at any time any of the above conditions are not met or cease to be met then (*insert Company Name*) may terminate your employment without notice or payment in lieu.

SIGNED BY OUTLET MANAGER

(*Name in capitals*)

Date

I have read through and accept the terms and conditions of employment as set out above. I acknowledge receipt of the (*insert Company Name*) Handbook. (staff handbook)

SIGNED BY EMPLOYEE

(*Name in capitals*)

Date

The validity, construction and performance of this contract shall be governed by English Law. All disputes, claims or proceedings relating to this contract shall be subject to the non-exclusive jurisdiction of the High Court of Justice in England and Wales.